

SERIAL 08098 C BULK FLOUR

DATE OF LAST REVISION: March 10, 2011

CONTRACT END DATE: February 28, 2012

CONTRACT PERIOD THROUGH FEBRUARY 28, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BULK FLOUR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 11, 2009**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

MB/mm
Attach

Copy to: Materials Management
 Sue Malinowsky, MCSO

(Please remove Serial 05083-C from your contract notebooks)

INVITATION FOR BID FOR: BULK FLOUR

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a listing of qualified suppliers for BULK FLOUR as defined herein. Multiple awards (listing of qualified suppliers) will be made to ensure adequate competition. The initial six (6) month award will be made to the supplier meeting specification and offering the lowest price.

Suppliers shall comply fully with all conditions of this solicitation, for inclusion on the listing of qualified suppliers. Interested firms should understand initial pricing will be done by reverse auction through <http://www.bidsync.com/>.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 Flour (Big Yield Enriched):

2.1.1 Product Description:

2.1.1.1 Wheat flour milled from selected stocks of thoroughly cleaned and tempered premium grade hard wheats.

2.1.1.2 Shall be sifted and entoleted prior to packaging or loading.

2.1.2 Product shall be processed in accordance with current good manufacturing practices promulgated under the Federal Food, Drug and Cosmetic act and applicable State Statutes and Regulations.

2.1.3 Physical and Chemical:

2.1.3.1 Moisture 14.0 +/- 0.5%

2.1.3.2 Ash .54 +/- 0.2%

2.1.3.3 Protein (Nx 5.7) 11.4 +/- 0.5%

2.1.3.4 Absorption 58.4 +/- 2%

2.1.4 Label to be provided to the Bakery Office shall contain the following information:

Bleached Wheat Flour, Niacin, Iron, Thiamine Mononitrate, Azodicarbonamide, Riboflavin, Folic Acid, and Enzyme.

2.1.5 Kosher Status shall be provided on the label: Kashrute Certification by "Kosher overseers of America, Inc."

2.1.6 Extraneous Matter: Complies with FDA Regulations

2.1.7 Recommended Storage: Stored according to GMP'S at <80° F. and <75% R.H.

2.1.8 Shelf Life: 90 days minimum at recommended storage conditions.

2.1.9 All plants shall operate under "HACCP Programs."

- 2.1.10 Product shall be pumped into MCSO (Sheriff's) silo upon delivery by the contractor.
 - 2.1.11 All product shall be of first quality.
 - 2.1.12 Product shall be of commercial food grade quality. Verification of grade shall be provided upon request.
 - 2.1.13 Damaged or outdated product deemed unfit for use will not be accepted and be replaced at no charge or credited if the vendor is notified within 72 hours of delivery date.
- 2.2 Whole Wheat Fine Flour: **(Bagged in 50 lb bags):**
- 2.2.1 Product Description:
 - 2.2.1.1 Whole wheat flour milled from selected stocks of thoroughly cleaned and tempered premium grade Hard Red Spring Wheat. This flour complies with FDA standards of identity. This flour is sifted prior to packaging or loading.
 - 2.2.1.2 This product is manufactured in accordance with current good manufacturing practices promulgated under the federal food, drug and cosmetic act and applicable state statutes and regulations.
 - 2.2.2 Physical and Chemical:
 - 2.2.2.1 Moisture 13.5 +/- 0.5%
 - 2.2.2.2 Ash 1.6 +/- 0.2%
 - 2.2.2.3 Protein (Nx 5.7) 14.3 +/- 0.5%
 - 2.2.2.4 Absorbstion 72.0 +/- 2.0%
 - 2.2.3 Label to be provided to the Bakery Office shall contain the following information:

Bleached Wheat Flour, Niacin, Iron, Thiamine Mononitrate, Azodicarbonamide, Riboflavin, Folic Acid, and Enzyme.
 - 2.2.4 Kosher Status shall be provided on the label: Kashrute Certification by "Kosher overseers of America, Inc."
 - 2.2.5 Extraneous Matter: Complies with FDA Regulations
 - 2.2.6 Recommended Storage: Stored according to GMP'S at <70° F. and <50% R.H.
 - 2.2.7 Shelf Life: 120 days minimum at recommended storage conditions.
 - 2.2.8 All plants shall operate under "HACCP Programs."
 - 2.2.9 Product shall be pumped into MCSO (Sheriff's) silo upon delivery by the contractor.
 - 2.2.10 All product shall be of first quality.
 - 2.2.11 Product shall be of commercial food grade quality. Verification of grade shall be provided upon request.
 - 2.2.12 Damaged or outdated product deemed unfit for use will not be accepted and be replaced at no charge or credited if the vendor is notified within 72 hours of delivery date.

2.3 **Vital Wheat Gluten (Bagged 55 Lb Bags)**

2.3.1 **Product Description:**

2.3.1.1 **Whole wheat flour milled from selected stocks of thoroughly cleaned and tempered premium grade Wheat. This flour complies with FDA standards of identity. This flour is sifted prior to packaging or loading.**

2.3.1.2 **This product is manufactured in accordance with current good manufacturing practices promulgated under the federal food, drug and cosmetic act and applicable state statutes and regulations.**

2.4 **Specifications:**

2.4.1 **Moisture:** **6 g**

2.4.2 **Carbohydrates:**

2.4.2.1 **Sugars (mono and disaccharides):** **0 g**

2.4.2.2 **Polyols:** **0 g**

2.4.2.3 **Starch:** **10 g**

2.4.2.4 **Other carbohydrates:** **0 g**

2.4.2.5 **Dietary Fiber (AOAC):** **7.5 g**

2.4.2.6 **Protein (Nx6.25) :** **80 g**

2.4.3 **Fat:** **6 g**

2.4.3.1 **Saturated:** **1 g**

2.4.3.2 **Mono-unsaturated:** **0.6 g**

2.4.3.3 **Poly-unsaturated:** **3.6 g**

2.4.3.4 **Cholesterol:** **0 g**

2.4.3.5 **Trans Fatty Acids :** **0 g**

2.4.4 **Sodium:** **26 mg**

2.4.5 **Potassium:** **108 mg**

2.4.6 **Ash:** **.77 g**

2.4.7 **Energic Value:** **445 kcal / 1879 kJ**

2.4.8 **Label to be provided to the Bakery Office shall contain the following information:**

Bleached Wheat Flour, Niacin, Iron, Thiamine Mononitrate, Azodicarbonamide, Riboflavin, Folic Acid, and Enzyme.

2.4.9 **Kosher Status shall be provided on the label: Kashrute Certification by “Kosher overseers of America, Inc.”**

2.4.10 **Extraneous Matter: Complies with FDA Regulations**

- 2.4.11 **Shelf Life: 120 days minimum at recommended storage conditions.**
- 2.4.12 **All plants shall operate under “HACCP Programs.”**
- 2.4.13 **Product shall be pumped into MCSO (Sheriff’s) silo upon delivery by the contractor.**
- 2.4.14 **All product shall be of first quality.**
- 2.4.15 **Product shall be of commercial food grade quality. Verification of grade shall be provided upon request.**
- 2.4.16 **Damaged or outdated product deemed unfit for use will not be accepted and be replaced at no charge or credited if the vendor is notified within 72 hours of delivery date.**

2.5 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.6 DELIVERY AND INSTALLATION

Delivery shall be F.O.B. Destination within seven (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.7 EXPEDITED DELIVERY:

- 2.7.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.7.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.7.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.8 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.8.1 Contract Serial number.
- 2.8.2 Contractor’s name and address.
- 2.8.3 Using Agency name and address.
- 2.8.4 Using Agency purchase order number.
- 2.8.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.9 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.10 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within _ () working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.11 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.12 INVOICES AND PAYMENTS:

2.12.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of pounds)
- Contract Item number
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

2.12.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.12.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.12.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.13 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.14 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year period. At six-month intervals, **pricing a price quotation** shall be submitted by each respondent **through bidsync.com. to Maricopa County, Materials Management Department.** This quotation is for pricing for the next six (6) month interval. Respondents not submitting a quotation will forfeit their opportunity to supply Bulk Flour to the County for that six (6) month period. Any respondent missing two (2) consecutive pricing intervals will be deemed non-responsive and terminated for default.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICING

Initial bid will be done through the reverse auction process using BidSync as our host for the auction at 11:00 A.M./M.S.T. on December 16th, 2008. Thereafter, every six (6) months, pricing will be submitted through **bidsync.com by means of a reverse auction.** ~~a competitive bidding process. The bids will be sent to 320 W. Lincoln Phoenix AZ, 85003 ATTN: 08098 C Flour Pricing.~~ Every vendor on the contract will be given the chance to bid flour for a six (6) month period. Every six (6) months each respondent will turn in their quote and the most competitive and responsible respondent will be awarded the contract for the following term. The pricing is firm and fixed throughout the term of the contract. Any requests for price increase will not be accepted. **Any respondent missing two (2) consecutive pricing intervals will be deemed non-responsive and terminated for default.**

3.4 INDEMNIFICATION:

- 3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
(N.B. - \$1,000,000 limits on larger contracts)

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor,

who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

- 3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
- 3.25.1.1 Render a decision;
 - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 **CONTRACTOR LICENSE REQUIREMENT:**

3.28.1 **The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.**

3.28.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

3.29 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

BAKEMARK, 5720 W JEFFERSON ST, PHOENIX, AZ 85043WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NOINTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NOPRICING SHEET: 3935102, 3935103 **3935104****PRICING:****As of ~~09/01/09~~ March 10, 2011**

ITEM DESCRIPTION	UNIT PRICE	QTY/UNIT	TOTAL
Flour (Big Yield Enriched):	\$0.2257	900000/pound	\$203,130.00
As stated in Section 2.1	\$0.210.219		\$189,000.00 197,100.00
	\$0.2981		\$268,290.00
	\$0.3344	572000/pound	\$191,266.80
Whole Wheat Fine Flour:	\$0.2953	900000/pound	\$265,770.00
	\$0.2080.22		\$187,200.00 198,000.00
	\$0.2674		\$240,660.00
	\$0.316	980000/pound	\$309,680.00
Vital Wheat Gluten:	\$1.40	18150/pound	\$25,410.00
	\$1.045		\$18,966.75
	\$1.1202		\$20,331.63
	\$1.1148	74000/pound	\$82,495.20

Terms: NET 30

Vendor Number: W000004698 X

Telephone Number: 602-272-0444

Fax Number: 602-272-8464

Contact Person: Tim Munoz

E-mail Address: tmunoz@bakemarkusa.comContract Period: To cover the period ending **February 28, 2012.**

CONSOLIDATED COMMODITIES, INC., 151 FIRST AVE, #226, NEW YORK, NY 10003

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? __X__ YES __ NO

~~IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?~~ __X__ YES _____ NO

INTERNET ORDERING CAPABILITY: _____ YES __X__ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__ YES _____ NO

PRICING SHEET: 3935102, 3935103

PRICING: _____

As of 09/01/09

ITEM DESCRIPTION	UNIT PRICE	QTY/UNIT	TOTAL
Flour (Big Yield Enriched):	\$0.3837	900000/pound	\$345,330.00
As stated in Section 2.1	no bid		

Terms: _____ NET 10

Vendor Number: _____ W000014157 X

Telephone Number: _____ 646 463 7383

Fax Number: _____ 718 292 4077

Contact Person: _____ Tammy Oshodi

E-mail Address: _____ commoditiesinc@yahoo.com

Contract Period: _____ To cover the period ending February 28, 2012.

REMOVED FROM CONTRACT EFFECTIVE 03/01/2010

FOOD SOURCE INTERNATIONAL, 2625 S ROOSEVELT STREET, SUITE 101, TEMPE, AZ 85282

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: 3935102, 3935103, **3935104**

PRICING:

As of ~~09/01/09~~ March 10, 2011

ITEM DESCRIPTION	UNIT PRICE	QTY/UNIT	TOTAL
Flour (Big Yield Enriched):	\$0.205	900000/pound	\$184,500.00
As stated in Section 2.1	\$0.213		\$191,700.00
	\$0.1835		\$165,150.00
	\$0.2450		\$220,500.00
	\$0.328	572000/pound	\$187,616.00
Whole Wheat Fine Flour:	\$0.225	900000/pound	\$202,000.00
50 pound bag	\$0.216		\$194,400.00
	\$0.2025		\$182,250.00
	\$0.2545		\$229,050.00
	\$0.311	980000/pound	\$304,780.00
50# Bags available with an up charge	\$0.272	900000/pound	\$244,800.00
Vital Wheat Gluten	\$1.3637	3025/pound/Month	\$4,125.1925
55 pound bag	\$1.36	18150	\$24,684.00
	\$1.055		\$19,148.25
	\$1.115		\$20,237.25
	\$1.094	74000/pound	\$80,956.00

Terms: NET 30

Vendor Number: W000002883 X

Telephone Number: 480-829-0886

Fax Number: 480-829-0885

Contact Person: Alan Parker

E-mail Address: alanparker@fsiaz.com

Contract Period: To cover the period ending **February 28, 2012.**

SHAMROCK FOODS CO., 2540 N 29TH AVE, PHOENIX, AZ 85009WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES X NOINTERNET ORDERING CAPABILITY: ____ YES X NO ____ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES ____ NO

PRICING SHEET: 3935102, 3935103

PRICING:**As of ~~09/01/09~~ 03/10/11 RESPONDED BUT DECLINED TO BID**

ITEM DESCRIPTION	UNIT PRICE	QTY/UNIT	TOTAL
Flour (Big Yield Enriched):	\$0.22	900000/pound	\$198,000.00
As stated in Section 2.1	\$0.226		\$203,400.00
	\$0.195		\$175,500.00
	\$0.27		\$243,000.00
Whole Wheat Fine Flour:	\$0.25	900000/pound	\$225,000.00
	\$0.229		\$206,100.00
	\$0.239		\$215,100.00
	\$0.26		\$234,000.00

Terms: NET 10EOM

Vendor Number: W000002256 X

Telephone Number: 602-477-6401

Fax Number: 602-512-7739

Contact Person: Tom Moore

E-mail Address: Tom_Moore@shamrockfoods.comContract Period: To cover the period ending **February 28, 2012.**